IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.46 OF 2006

IN

SUMMARY SUIT NO.3281 OF 2005

Praveena P. Jain ...Plaintiff

v/s

Khetidas L. Chandak and ors. ...Defendants

Mr S.D. Singh i/b Mr S.M. Jain for Plaintiff.

None for Defendants.

CORAM : D.K. DESHMUKH J.

DATE : 20TH JUNE 2006.

P.C. :-

1. Except letter dated 9th January 2002 alongwith which according to the plaintiff one demand draft was sent by the defendants, according to the plaintiff, there is no document which will even indicate that the goods were received by the defendants. The supply was made according to the plaintiff in the year 1999-2000. There is no demand made. So far as the letter dated 9th January 2002 is concerned, alongwith that letter one demand draft of Rs.5,000/- was sent, but that is related to some other transaction. This letter cannot establish that the defendants received the goods sent under the invoice at Exh.'A' on the due date at the price which is mentioned in the invoice. The material produced on record, in my opinion, does not conclusively establish the written contract between the parties and therefore, it will not be appropriate to pass decree in favour of the plaintiff in summary jurisdiction. Summons for judgment is disposed off, the defendants are granted leave to defend, written statement to be filed within eight weeks from today.

. Parties to act on the copy of this order duly authenticated by the Associate / Private Secretary as

true copy.

. Certified copy expedited.